



2025:DHC:6453



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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*Date of Decision: 05.08.2025*+ **BAIL APPLN. 1201/2025**

ANITA

.....Petitioner

Through: Mr. H.N. Pandey, Advocate.

versus

STATE NCT OF DELHI

.....Respondent

Through: Mr. Amit Ahlawat, APP for State  
with IO/Inspector Vikas Malik, PS  
M.S. Park.Ms. Kalyani, Advocate for the  
Complainant.**CORAM: JUSTICE GIRISH KATHPALIA****J U D G M E N T (ORAL)**

1. The accused/applicant, a lady aged 56 years seeks anticipatory bail in case FIR No. 03/2024 of PS M.S. Park for offence under Section 420/34 IPC. The complainant *de facto* is son-in-law of the accused/applicant. Between the accused/applicant and the complainant *de facto* as well as between the accused/applicant and her daughter (wife of complainant *de facto*), certain civil suits are pending. Broadly speaking, the allegation against the accused/applicant in the present case is that she entered into an Agreement to Sell an immovable property with the complainant *de facto* but despite having received part payment, she executed Gift Deed of the subject property in favour of her son.



2. In the above backdrop, learned counsel for the accused/applicant submits that a case of pure civil liability has been given colour of criminality. Besides, it is also submitted that being a lady, the accused/applicant deserves to be granted anticipatory bail.

3. On the other hand, learned APP assisted by learned counsel for complainant *de facto* and IO/Inspector Vikas Malik opposes the anticipatory bail application largely on the ground that the money paid to the accused/applicant has to be recovered and paid back to the complainant *de facto*. It is submitted by learned APP that the FSL report of thumb impressions purported to be of the accused/applicant on the Agreement to Sell remained inconclusive but her thumb impressions on the *bayana* receipt were found to be genuine in the FSL report.

4. In response to a specific query, the IO/Inspector Vikas Malik submits that apart from recovery of the part sale consideration received by the accused/applicant, nothing else has to be recovered from her.

5. I have examined the investigation file including the Agreement to Sell. On the reverse side of the stamp paper of the Agreement to Sell are certain thumb marks alleged to be of the accused/applicant, but the forensic analysis in FSL Report could not establish the same. More importantly, the manner in which the alleged payment entries are handwritten on the reverse side of the stamp paper raises suspicion. The entry dated 18.09.2022 appears to have been initially given serial no.1, which was overwritten as serial no.3. Between the payment at serial no.3 and 4, two entries in comparatively



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smaller fonts have been inserted and given no.1 and 2. These aspects appear to have not been scrutinized by the IO. It is also made clear that this is only a *prima facie* observation, recorded only for the limited purpose of deciding liberty of the accused/applicant and the IO is yet to investigate on this.

6. To recapitulate, the accused/applicant is a lady closely related to the complainant *de facto* and in view of the multiple civil suits between the parties, it also appears to be a property dispute between two siblings, in which they have dragged their mother.

7. Considering the above circumstances, I find no reason to deprive the accused/applicant liberty. Therefore, the application is allowed and it is directed that in the event of her arrest, the accused/applicant shall be released on bail subject to her furnishing a personal bond in the sum of Rs.10,000/- with one surety in the like amount to the satisfaction of the Investigating Officer/SHO concerned.

**GIRISH KATHPALIA  
(JUDGE)**

**AUGUST 5, 2025/ry**